

1909-013 Chancery Causes: Virginia & Southwestern Railroad Co] vs. Mary M Morris & Lee Co.

Legg, Gates, Huff, Witt, Palmer

CA - Contract Dispute
T - Property

- Deed

TO THE HON. H. A. W. SKEEN, JUDGE OF THE CIRCUIT COURT FOR LEE COUNTY, VIRGINIA.

Humbly complaining your orator the Virginia and Southwestern Railway Company, a corporation, would respectfully represent and show unto your honor as follows: that heretofore, Jas. K. P. Legg and Malinda Legg his wife, were the owners of certain lands situated in the Crab Orchard, Lee County, Virginia, which they, by deed dated March 1, 1894, conveyed to their children Elizabeth J. Gates, U. S. Grant Legg, Cora R. N. Legg, (now Huff) wife of William Huff, Dora B. Legg, now (Witt) wife of E. E. Witt, Nervesta M. K. Legg (who married A. E. Morris and is now deceased) as will more fully appear by copy of the said deed which is hereby filed as part of this bill and marked exhibit No. 1.

That in the said deed the said J. K. P. Legg and wife retained a lien upon the property for their support and maintenance; that after the making of the said deed the said Legg and wife and each and all of their said children, their wives and husbands, entered into a lease contract with the Keokee Coal & Coke Company in consideration of certain royalties to be paid by the said Keokee Coal & Coke Company to the said Legg, wife and children. That afterwards to-wit, about the month of November, 1908, the said Nervesta M. Morris, wife of the said A. E. Morris, departed this life intestate leaving as her heirs at law two infant children, Malinda R. Morris and Mary M. Morris, aged respectively seven and five years. After the said deed or lease had been made to the said Keokee Coal & Coke Company, the said J.K.P. Legg, his wife and said children entered into a written contract whereby they agreed to partition a portion of the surface of the said land so conveyed and agreed that each one should have use of the lands free from the claims of the other ⁱⁿ certain twenty acre lots, which said lots were laid out and surveyed by W. E. Thompson, county Surveyor, on June 27, 1908, a copy of the said partition and boundaries of each of

the said lots as made by the said W. E. Thompson, is herewith filed as part of this bill as exhibit No. 2.

That after the said contract or partition had been made and the said lots duly surveyed and laid out, the said Elizabeth J. Gates, U.S. Grant Legg, Cora R. N. Huff, Dora B. Witt, and Nervesta M. K. Morris, took possession of the said several lots as referred to having been laid off to them in said exhibit No. 2. The said Cora R. N. Huff received and took possession of lot No. 2, the boundaries of lot No. 2 embraced a portion of the ground on which was located the Keokee depot building of your complainant and embraced other lands which your complainant desires and needed for its purposes, and by deed dated the 1st day of October, 1908, J.K.P. Legg, Malinda R. Legg, Elizabeth J. Gates and J. J. Gates her husband, U.S. Grant Legg and Sarah F. Legg his wife, Cora R. N. Huff, and William Huff her husband, Dora B. Witt and Emerson E. Witt her husband, and W. E. Morris, widower and husband of Nervesta M. Morris, and others, in consideration of the sum of \$400.00, paid to the said parties named in the deed as the parties of the first part, they conveyed the said two lots so desired as aforesaid, described as first and second lot in the said deed, and each lot containing ~~one and~~ one-half acres more or less, a copy of which said deed is herewith filed as part of this bill marked Exhibit No. 3.

Your orator would further represent and show unto your honor that after the said partition of each of the said twenty acre lots were made and assigned by agreement to each of the said parties, the said Cora R. N. Huff took ~~possession~~ exclusive possession of the lot so assigned to her and has been since that time in the open, notorious and adverse possession of the same, claiming it as her individual property free from the rights of the other co-partners in the said lot. And your orator is advised that by agreement between the said Cora R. N. Huff and her said brothers and sisters, that she was permitted to receive the whole of the said \$400.00 paid for the said lots.

And your orator alleges that the said Nervesta M. Morris in her

life time admitted and conceded the right of the said Cora R. N. Huff in and to the said twenty acre lot of land. And your orator alleges that the said U. S. Grant Legg, Dora B. Witt, Elizabeth J. Gates, and A. E. Morris, surviving husband of the said Nervesta M. Morris, admitted and conceded the right and title in and to the said twenty acre lot to be in the said Cora R. N. Huff.

Your orator further alleges that it has paid the full consideration of \$400.00 to the said parties named in the said deed as the parties of the first part, and that it has the right to call for and demand a full and complete legal title to the said two lots of land conveyed by the said deed. The premises considered your orator is advised that the equitable title, at least, is solely in the said Cora R. N. Huff in and to the said twenty acre strip of land, and that she is entitled to legal title thereto, and that ^{as} your orator has purchased the said two lots described in the said deed which falls within the boundary of the said twenty acre lots ^{it} ~~and~~ is entitled to the legal title thereto and ^{to} ~~would~~ have it extracted from the said infants, heirs at law of the said Nervesta M. Morris.

The prayer therefore of your orator is that the said J. K.P. Legg, Malinda L. Legg his wife, Elizabeth J. Gates and J. J. Gates her husband. U. S. Grant Legg and Sarah F. Legg his wife, Cora R.N. Huff and William Huff her husband, Dora B. Witt and Emerson E. Witt her husband, A. E. Morris, Malinda R. Morris, and Mary M. Morris, be made parties defendant to this bill of complaint and be required to answer the same but not under oath, answer under oath being expressly waived; that a guardian ad litem be appointed to answer for the said Malinda R. Morris and Mary M. Morris, and that so far as the interest of your orator is concerned in the said twenty acre lot assigned to the said Cora R. N. Huff, and which ~~is~~ includes ~~the~~ the said two lots, the said partition be ~~confirmed~~ ^{confirmed} and that a Commissioner be appointed to convey whatever, if any, legal title may be in the said infants in and to said lots over to your complainant, and that the legal title ^{be}

divested from the said infants in and to said lots and invested in
your orator. And may all other further and general relief be granted
your orator that the nature of ^{it} ~~his~~ cause and good conscience requires
and it will ever pray &c.

William L. Brown P.Q.

Costs:

pd Clerk \$9.49

pd Shff. 12.50

2002 Ec-atty 15.00

pd G.A.L. 10.00

pd-Wits. 2.00 ^{per lit to}

pd-L.P. 2.70 ^{per lit to}

\$51.69

Virginia roads
Southwestern R.R. Co

vs } Bice

Melinda R. Morris et al

Filed Aug. 6th, 1909.

J.P.C. Ewing, Clk.

1909 2nd July Rules

Spa executed as to
adult defendants +
D.N. as to them

" 1st August Rules
D.N. Confirmed +
Cause set for hearing

Pennington Bros.

ATTORNEYS AT LAW.

JONESVILLE AND PENNINGTON GARVA.

In the Circuit Court for the County of Lee,
to-wit:

THE ANSWER OF Mary M. Harris & Melinda R. Harris -

infant & under the age of twenty-one years, by M. G. Ely,
guardian *ad litem*, assigned to defend them in this suit, to a bill of complaint exhibited against
them and others in the Circuit Court for the County of
Lee, by Virginia E. Southworth & Co. and others.

The respondent, reserving to themselves the benefit of all just exceptions to the said bill, for
answer thereto, answering by said guardian *ad litem*, say that they are infant & of
tender years, and by reason of such disability are incapable of understanding, or of
taking care of their rights and interests, they therefore commend the same
to the protection of the court, and prays that no decree may be pronounced which will tend
to their prejudice.

And having answered, the respondent pray to be hence dismissed with their
reasonable costs, in this behalf expended; and they will ever pray, &c.

M. G. Ely, Guardian *ad litem*.

p. d.

Va. County
OF
Lee } ss.

This day, M. G. Ely, whose name is signed to
the foregoing answer, personally appeared before me, H. C. Fosdyke a Justice -
and made oath that the statements made therein, so far as they depend upon his own knowl-
edge, are true, and so far as they depend upon knowledge derived from others he believes them
to be true.

Given under my hand, this 25th day of July 1909
H. C. Fosdyke J.P.

adv.

ANSWER
OF
INFANT DEFENDANT.

W. A. Ed Southwestern R.R. Co.

4. a Liter. Fee. \$10⁰⁰

Virginia & Southwestern Railway Company.....Plaintiff

Vs.

In Chancery.

Elizabeth J. Gates, J. J. Gates, J. K. P. Legg, Malinda L. Legg,
U. S. Grant Legg, Sarah F. Legg, Cora R. N. Huff, William Huff,
Dora B. Witt, Emerson E. Witt, A. E. Morris, Malinda R. Morris,
and Mary M. MorrisDefendants.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therewith, the answer of Malinda R. Morris and Mary M. Morris, infant defendants by M. G. Ely, guardian ad litem, and general replication thereto, the depositions of witnesses taken by the plaintiff and filed in this cause, and was argued by counsel.

On consideration of all which and it appearing to the court that the adult defendants have been duly served with process and this cause regularly matured as to them, and they each failing to appear, plead or answer, this cause as to them is taken for confessed.

Upon consideration of all which and it appearing to the court from the bill of the plaintiff and exhibits filed therewith and the depositions of witnesses that the prayer of the plaintiffs bill should be granted, and that the said Malinda R. Morris and Mary M. Morris have no interest in the tract of land in the bill and exhibits described except the legal title to one-fifth thereof is vested in them as heirs at law of Nervesta M. Morris deceased, and that the said plaintiff is entitled to have the legal title thereto conveyed over to the said plaintiff's, and the said Malinda M. Morris and Mary M. Morris being infants and incapable of making said conveyance of said legal title, and it further appearing that the said partition mentioned in the said bill of the said complainant so far as the tract of land in the bill and proceedings described and the plaintiff's and

defendants are concerned, it is therefore adjudged, ordered and decreed that the said partition of said land so described be and the same is hereby confirmed, and that R. L. Pennington, who is hereby appointed as Special Commissioner for the purpose will, on behalf of the said Malinda R. Morris and Mary M. Morris, infants, make, execute and deliver a good and sufficient deed with covenants of Special warranty, conveying to the said Virginia & Southwestern Railway Company all right, title and interest of the said infants in and to the said boundaries or tracts of land in the bill and proceeding fully described, and report his action to the present term of the court.

It now further appearing to the court that the said Pennington hereinbefore directed to make, execute and deliver to the plaintiff a certain deed of conveyance, ~~and that the said Pennington~~ has executed and filed with his report thereof the said deed so directed to be made and his report thereof, and said deed being unaccepted to the same is hereby approved and confirmed; and the said Plaintiff, the Virginia & Southwestern Railway Company will take and hold the said tracts or boundaries of land in the said deed fully described, free from all claims either legal or equitable of the said Malinda R. Morris and Mary M. Morris, infants, and the said Commissioner will deliver the said deed to the said plaintiffs and there remaining nothing further to be done in this cause, the same is stricken from the docket.

7th St. N. R. R. Co

vs. { Decree
final

Mary M. Morris et al

Entered in C.B.
#8, page 508 &c

Entered this Sept
18, 1909 -
H. A. W. S. L. W.

To Elizabeth J. Gates, J. J. Gates, J. K. P. Legg, Malinda L. Legg,
U. S. G. Legg, Sarah F. Legg, Cora R. N. Huff, William Huff, Dora B.
Witt, Emerson E. Witt, A. E. Morris, and M. G. Ely, guardian ad litem
for Malinda R. Morris and Mary M. Morris, infants.

You are hereby notified that on the 22nd day of July, 1909, at
the office of the Keokee Coal & Coke Company, in the Town of Keokee,
between the hours of 8 A.M. and 8 P. M. of that day, we shall proceed
to take the deposition of J. J. Gates, J. K. P. Legg, William Huff,
Emerson E. Witt, W. S. Palmer and others, which, when taken is intend-
ed to be read in our behalf in a certain suit in Chancery pending in
the Circuit Court for Lde County, wherein we are plaintiffs and you
defendants, the object of which is to extract title from the infant
heirs of Nervesta M. Morris in two certain tracts of land conveyed
by all of you except said infants to us by deed dated the 1st day of
October, 1908, and if the said depositions are not begun on that day,
or if the same should be begun and not completed, the taking thereof
to be postponed from time to time and from place to place until the
same shall be at length completed.

Respectfully,

Va. & S. W. Railway Company.

7th H. W. R. R. Co -

45. { Notice to
 { take Depositions

Mary Morris et al

Executed July 8
1909, by delivering
a true copy of the
within notice to
J. H. P. Legg, Malinda
L. Legg, Elizabeth J.
Gotes, J. J. Gotes
M. S. J. Legg, & Son F
Legg, Cara R. H. Huff,
Wm Huff, Nora B.
Nitt, Cecurron E.
Nitt, and R. E.
Morris.

M. D. Denny S. S.
for W. J. S. S. S. L. C.

Legal Service of the
within notice is
hereby accepted
this July 6, 1909 -

M. G. Ely S. S. L.

for Mary M. Morris
& Malinda R. Morris
In front of the court

Deposition of W. S. Palmer and others, taken before me, Felix L. Huff, a Justice of Peace, in and for the County of Lee, and State of Virginia, at the office of the Keokee Coal & Coke Company, in the town of Keokee, Virginia, between the ours of 8:00 A. M. and 8:00 P. M. on the 22nd day of July, 1909, pursuant to notice hereto attached, to be read as evidence in behalf of the Plaintiffs in a certain suit in Chancery pending in the Circuit Court for Lee County, Virginia, wherein the V. & S. W. Railway Company is plaintiff and Elizabeth J. Gates and others are defendants.

Present R. L. Pennington, counsel for Plaintiff, M. B. Ely, guardian ad litem for Malinda R. Morris and Mary M. Morris, infants. No one for the other defendants.

W. S. Palmer, witness of lawful age, being duly sworn, deposes and says:

Q. Please state your age and residence.

A. Age 50, residence Keokee, Va.

Q. Are you acquainted with J. K. P. Legg, his wife, Sons, Daughters, Sons-in-law and the two infant children of Nevesta M. Morris?

A. I am.

Q. Have you heard of a partition of the lands which were conveyed by J. K. P. Legg and his wife, to his children, co-defendants in this case of a portion of the land conveyed by them?

A. I have.

Q. Are you acquainted with the various boundaries which were assigned to each, Mrs. Elizabeth J. Gates, U. S. Grant Legg, Cora R. N. Huff, Dora B. Witt and Nevesta M. Morris?

A. I am.

Q. Please state whether or not in your opinion the lot which was taken by Nevesta M. Morris is equal in value to that taken by ^{Dora B. Witt} Cora R. N. Huff?

A. Yes Sir, it is.

Q. Please state whether or not each of the said Legg children have taken possession of the various lots which had been assigned to them, and have been in possession of them since said partition was made, if you know.

A. They did, and have been in possession since then all the time.

Q. State if you know, on which one of these lots is located the depot grounds, and the lot laid off on the opposite side from the depot for Agent's residence.

A. On Cora R. N. Huff's.

Further deponent sayeth not.

Witness claims one day attendance, 50¢.

W. A. Palmer

Emerson E. Witt, witness, of lawful age, being duly sworn, deposes and says:

Q. State your age and residence.

A. Age 33, residence Keokee, Va.

Q. State what relation if any you are to Malinda R. Morris and Mary M. Morris, infants defendants in this suit?

A. I am their uncle by marriage, my wife being Sister to Mrs. Nevada Morris, the Mother of the said two infants.

Q. State if you know, the date of Mrs. Nevada Morris' death.

A. She died in the Fall of 1908.

Q. Previous to Mrs. Morris' death, state whether or not there was an agreement to partition or divide a portion of the land which was deeded to your wife and her Brother and Sisters by J. K. P. Legg and wife, and state whether or not this agreement was reduced to writing.

A. There was an agreement that we were to make deeds to each other for the various twenty-acre lots, which were reserved in the Keokee Coal & Coke Company lease, as soon as convenient and they had been laid off. It was in writing and was signed by

all parties.

Q. Did you-all afterwards agree on the various twenty-acre lots which you were each to have between you all.

A. We did, and I suppose Mrs. Morris was satisfied with the lot which she got, as I never heard her raise any objection to it. She went and took possession of it and lived on it until her death.

Q. Do you know on which one of these lots, which you speak of that the Keokee depot is located, and the lot which you and others conveyed to the V. & S. W. Railway Company, which is located on the South side of the Railroad from the depot and described in the ~~said~~ deed dated October 1st, 1908?

A. The two lots mentioned in the said deed are all located on the lot which was assigned to Mrs. Huff, and of which she has had possession for sometime.

Q. Was the lot which was laid off to Mrs. Morris equal in value to that which Mrs. Huff received, in your opinion?

A. Considering our lease we had on it, I believe it was.

Further deponent sayeth not.

Witness claims one day's attendance, 50¢

Conferance E. Witt

J. J. Gates, witness, of lawful age, being duly sworn, deposes and says:

Q. State your age, residence and relationship to the infant defendants, Malinda R. Morris and Mary M. Morris.

A. I am their uncle by marriage, their Mother being a Sister to my wife.

Q. Have you heard the deposition of Mr. Witt, who has just deposed?

A. Yes Sir.

Q. Asking you the same questions which have been asked Mr. Witt, would your answers be the same thereto as his?

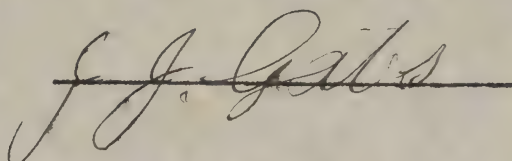
A. Yes Sir, the same I would have answered.

Q. Did you ever hear Mrs. Morris say anything about the lot which was assigned to her of twenty-acres, as to whether it was satisfactory or not?

A. I heard no objection and suppose it was satisfactory.

Further witness sayeth not.

Witness claims one day's attendance, 50¢.



A. E. Morris, witness, being of lawful age, and being duly sworn deposes and says:

Q. State your age, residence and relationship to the infant defendants, **Nakanda** R. Morris and Mary M. Morris.

A. Age 35, residence Keokee, Va. I am the Father of the two infant defendants.

Q. State whether or not you know, if in the life of your wife, Mrs. Nevada Morris, she signed an agreement to make conveyance to her Brother and Sisters of the various lots of 20-acres each, which were to be laid off out of the lands which had theretofore been conveyed to her and her Brother and Sisters by J. K. P. Legg and wife.

A. Yes Sir, she did.

Q. After this agreement had been signed, were lots of 20-acres each laid off to each of the Legg children?

A. Yes Sir.

Q. Was this before your wife died?

A. Yes Sir.

Q. Did your wife take charge of the lot which was assigned to her?

A. Yes Sir.

Q. Was she satisfied with the lot assigned her?

A. I suppose so, as I heard no objection from her.

Q. Did Mrs. Huff take charge of the lot which had been assigned her.

A. Yes Sir.

Q. Is the depot ground lot at Kooke Depot and the lot on the South side of the track from the Depot, which was conveyed by you and others by deed, dated October 1st, 1908, entirely within the boundary which was assigned to Mrs. Huff?

A. I know the depot lot is, and I think the other one is also.

And further Witness sayeth not.

Witness claims one day's attendance, 50¢.

C. E. Morris

Wm. M. Huff, witness, of lawful age, being duly sworn, deposes and says:

Q. Please state your age, residence and relationship to the infant defendants Malinda R. Morris and Mary M. Morris.

A. Age 32, residence Kooke, Va. I am an uncle of the infant defendants named, their mother being a Sister to my wife.

Q. State whether or not the lots conveyed by you and others by deed, dated the 1st day of October, 1908, are entirely located within the boundaries of the lot which was assigned to your wife in the partition of a portion of the lots conveyed to your wife and others by J. K. P. Legg and wife.

A. Yes sir, they are in ~~ahr~~ boundary.

Q. The deed of October 1st, 1908 recites a payment of \$400.00 cash in hand paid. Please state whether or not the whole of this purchase money has been paid?

A. Yes Sir, it has been paid.

Q. Has your wife been in exclusive possession of the lot assigned to her as against the other Legg children.

A. Yes Sir.

Further deponent sayeth not.

Witness claims one day's attendance, 50¢.

Wm M Huff

Virginia, Lee County, towit:

I Felix L. Huff a Justice of Peace in and for the County of Lee in the State aforesaid, do hereby certify that the fore-going depositions of W. S. Palmer, Emerson E. Witt, J. J. Gates, A. E. Morris and Wm. M. Huff, were duly taken, sworn to and subscribed before me at the time and place and for the purpose in the caption mentioned.

Given unto my hand this the 22nd day of July, '09.

Felix L. Huff J.P.

Bill of cost,
Stenographer for transcribing, \$1.20

Justice of Peace cost,

\$1.50

2.70

V. & S. W. R. R. Co.

vs. } Depositions

Mary M. Morris et al

Received by me in
good condition &
File & July 27, 1909 -
H. C. T. Ewing,
Clerk

Bill of Costs

Witnesses	2.00
Asking Dependants	2.70
	<u>\$ 4.70</u>

Know all men by these presents that this indenture and bargain made this 1st day of March 1894, between James K. P. Legg and Malinda his wife in the County of Lee and State of Virginia of the first part and E. J. Gates, U. S. Grant Legg, Coreah R. N. Legg, Borah B. Legg, Nervesta M. K. Legg, of the same place, son and daughters of the said J. K. P. Legg and Malinda his wife of the second part.

Witnesseth that the said James K. P. Legg and Malinda his wife, for an in consideration of the sum of \$5.00 cash in hand and for the natural love and affection which they have unto these above mentioned children and heirs by these presence does give, grant alien enfeoff and confirm unto the said E. J. Gates, U. S. Grant Legg and Choreah R. N. Doreah B. and Nervesta M. K. Leggs, their heirs and assigns forever all their lands owned by each of them, together with all live property on said land owned by them, also all notes, household and kitchen fur-niture and farm implements, wagons, mowing machines &c. belonging to either of them. The land includes all land owned by either of them lying and being in the Crab Orchard on the waters of Big Crab Orchard Creek and bounded as follows: Viz: BOUNDED on the North by R. C. Ballard Thrustons and Wm. Jone's heirs, Jessie Moore on the east, by W.W. James and Crab Orchard Coal and Iron Company, on the South by Wells branch, and H. F. Barker, on the southwest by Louisa J. Legg and U. S. G. Legg and E. D. Barkers land, together with all and singularly the tenements hereditaments and apputenances thereunto belonging or in any wise appurtaining, and the reversion and re-versions, remainder and remainders, rents, issues, profits, or any grain thereto and all the estate, right, dower title, interest, prop-erty claim and demand whatsoever of the said parties of the first part of in and to the said premises with the appurtenances and every part and parcel thereof.

To have and to hold all and singular the above granted premises with the appurtenances unto the said E. J. Gates, U. S. Grant, and Choreah R. N. and Dorah B. and Nervesta M.K. Leggs, their heirs and assigns forever, we the parties of the first part reserves and re-

tains a lien on said land for our support and maintainance during our natural lives.

In witness whereof the parties of the first part has hereunto set their hand and seals the day and year above written.

Signed, sealed and delivered in the presence of witnesses.

James K.P.Legg (Seal)
Malinda L. Legg (Seal)

Witnesses.

E.M.Cooper.
S.L.Smith.

State of Virginia,

County of Lee, to-wit:

I, F. M. Parsons, a Justice of the Peace in and for the County and State aforesaid do certify that James K.P. Legg and Malinda L. Legg his wife, whose names are signed to the foregoing deed bareing date on the 1st day of March, 1894, acknowledged the same before me in my county and State.

Given under my hand and seal this the 1st day of March, 1894.

F. M. Parsons, J.P.

Virginia, Lee County, to-wit:

In the office of the clerk of the County Court for said County the 1st day of July, 1902, this deed was presented and together with the certificate thereto annexed, admitted to record at 9:30 o'clock A.M.

Teste: B.M. Morgan, Clerk.

V. H. W. R. R. Co

23 { Exhibit
No 1
Legg and

Molinda R. Morris et al

COPY.

(Handed to Douglas Pattison, Eng., K.C. & C. Co., by W. E. Thompson, County Surveyor. June 27, 1908.)

By request of J.K.P. Legg and his heirs, I have surveyed and layed off the following boundarys according to the _____ of the said J.K.P. Legg, and his heirs. I have first layed off to Dora B. Witt the following boundary:

Lot #1. Beginning at a stake on the side of the hill northeast of the house where the said Dora B. Witt now lives; thence N. 1 W. 700 feet to a stake crossing the R. R. center at 323 feet; N. 68 W. 412 feet to a stake in the edge of the road; N. 22 W. 270 feet to a stake at the Forks of the Public Road; N. 81 W. 355 feet to a stake; S. 20 49' W. 700 feet to a stake on the north line of the Railroad R.W.S. 33 E. 816 feet to a stake; N 74 15' E. 677 feet to the Beginning, containing twenty acres. Excluding the R.R.R.W. and a Grave yard.

I layed off to Cora Huff. Lot Number 2, the following boundary.

Beginning at a stake on the north line of the R. W. the 6th corner to the lot of Dora Witt's, thence with a line of the same reversed N. 20 49' E. 300 feet to a stake; S 81 W. 1015 feet to a chestnut on a steep bank; N. 20 45 W. 229 feet to a Red Oak on the boundary line; S. 86 15' W. 136 feet to a small white oak; S. 20 45' E. 200 feet to a stake; S. 165 feet to a stake; S. 35 45' W. 580 feet to a walnut; S. 69 15' E. 271 feet to a stake on the south side of the Railroad; S. 10 30' W. 484 feet to a stake; S. 28 45' E. 212 feet to a locust; S. 74 30' E. 131 feet to a stake in a hollow; N. 31 15) E. 275 feet to a stake on a hill side; N. 17 30' W. 145 feet to a stake; N. 38 30' E. 725 feet to a stake; N. 82 E. 610 feet to a stake on Dora Witt's line with the same N. 33 W. 300 feet to the BEGINNING, containing twenty (20) acres excluding R.R.R.W.;

I then layed off to Vesta Morris the following boundary, BEGINNING at the mount of the Marris Branch N. 31 W. 100 feet to a stake;

S. 84 W. 100 feet; N. $80\frac{3}{4}$ W. 200 feet to a small Black walnut; N. $66\frac{1}{2}$ W. 136 feet to a walnut, N. $52\frac{1}{4}$ W. 130 feet; N. $27\frac{3}{4}$ W. 230 ft. N. $15\frac{3}{4}$ W. 427 ft; N $45\frac{1}{4}$ W. 203 ft. to a chestnut; N. 50 W. 590 ft. to a stake in a branch; N. $6\frac{1}{2}$ W. 115 ft; N. 87 W. 257 ft. To a stake five feet from a white walnut and three feet from a small white oak, S. $358\frac{1}{4}$ W. 189 ft. to a stake near a hollow; S. 15 E. 845 ft. Black oak and chestnut pointer; N. $80\frac{1}{4}$ E. 656 ft. to a white oak; S. $27\frac{3}{4}$ E. 275 ft. S. $5\frac{3}{4}$ E. 180 ft. to a stake; S. 33 E. 427 ft. to a stake; S $43\frac{1}{2}$ E. 380 ft. N. 35 E. 405 ft.; E. 158 ft. to the BEGINNING, containing 20 acres.

I then layed off for James Hates the following boundary BEGINNING at a stake in the coal company's line a corner to Gates & Legg two and one-half acre lot S. $44\frac{1}{2}$ E. 336 ft. to a stake corner to the said lot; N. 45 30' E. 255 ft. to a stake in a branch; with the same S. $17\frac{1}{2}$ E. 80 ft. S. $43\frac{1}{4}$ E. 100 ft.; S. 64 E. 86 ft. to a stake on Vesta Marris lot with the same N. 87 W. 225 feet to a stake and pointers; (call omitted) S. 15 E. 249 ft. stake. S. $53\frac{1}{4}$ W. 280 ft. to a white oak; S. $22\frac{1}{2}$ E. 390 ft. to a double dogwood; S. 47 W. 300 ft. to a stake on a rise; S. $83\frac{3}{4}$ W. 259.5 N. 40 50' W. 425 ft. to a stake; N. $7\frac{1}{2}$ W. 475 ft. to a stake; N. 45 45' W. 100 ft. to a rock and green pointer on the boundary line with the same N. 23 E. 224 ft. N. 41 45' E. 210.5; S. 55 30' E. 93.5; N. 80 45' E. 304.5 feet; N. $38\frac{3}{4}$ E. 148 ft. to the BEGINNING, containing twenty (20) acres.

U.S.G. Legg's Share.

Beginning at a stake at the mouth of a small hollow, corner to Cora Huff's lot; S. 30 W. 181 ft. to a stake; S. 17 W. 395 ft. to a stake; S. 47 45' W. 247 ft to a stake in bend of road, property line corner with the same; S. 82 30' W. 71.7 ft. to a stake on R. R. line near center; S. 41 W. 173 ft. to a stake; S. 83 45' W. 126.8 ft. to a stake; thence N. 53 15' W. 101.5 ft. to a stake; S. 67 45' W. 92.5 ft to a stake; S. 38 15' W. 181.5 ft. to a stake; S. 49 45' W. 275 ft. to a stake; thence leaving road N. 27 W. 485 to a stake; N. 19 30' E. 321 ft. to a stake; N. 47 30' E. 622 feet to a stake at fence, corner to

Vesta Marris's share, N. 35 E. 405 ft. to stake; E. 158 ft. to a stake in the mouth of Morris Branch; S. 63 30. E. 236 ft. to a stake; corner to Cora Huff's lot, S. 28 45' E. 212 ft. to a locust; S. 74 30' E. 131 ft. to the BEGINNING, containing twenty (20) acres.

U.S. N. R. R. Co-

75. { Exhibit
No 2

Melinda R. Morris & Co.

THIS DEED, made the 1st day of October, 1908, between J. K. P. LEGG AND MALINDA L. LEGG, his wife, ^{and J. J. Gates} ELIZABETH J. GATES, her husband, U. S. GRANT LEGG AND SARAH F. LEGG, his wife, CORA R. N. HUFF AND WILLIAM HUFF, her husband, DORA B. WITT AND EMERSON E. WITT, her husband, and A. E. MORRIS, widower, parties of the first part, THE KEOCKEE COAL & COKE COMPANY, a corporation, party of the second part, THE BANKERS' TRUST COMPANY, a corporation, Trustee party of the third part, and the VIRGINIA & SOUTHWESTERN RAILWAY COMPANY, a corporation, party of the fourth part,

W I T N E S S E T H:

That for and in consideration of the sum of Four Hundred Dollars (\$400.00) cash in hand paid by the fourth party to the first parties, the receipt of which is hereby acknowledged, the first parties do hereby grant, bargain, sell and convey unto the fourth party, with covenants of general warranty, all those two certain lots or parcels of land, situate, lying and being in Lee County, Virginia, at and near Keokee Depot, and bounded and described as follows, to-wit:

(FIRST: A lot lying at Keokee Depot, known as Keokee Depot Lot, adjoining the fourth party's main line right of way, on the North side thereof, upon which lot said depot is partially located, and more particularly described as follows:

BEGINNING at a chestnut stake driven deep, and an iron angle bar driven by it, in the bank of Big Crab Orchard Creek, said stake and angle bar being in the Northwestern right of way line of the fourth party's main line right of way, at a point fifty feet, measured at right angles, from the center line of said main line right of way, at construction station 652 plus 72, and also being S. 50 degrees 37 minutes W. 144.6 Feet, measured along said Northern right of way line, from the outside edge of the platform at the Southwesterly end of said depot; thence running from said stake and iron angle bar, N. 39 degrees 23 minutes W. 110 feet to a stake and iron bar, from which a sugar maple tree bears N. 13 degrees 50 minutes W. 26 feet; thence N. 50 degrees

37 minutes E. 138 feet, crossing Big Crab Orchard Creek to a stake near the end of a bridge, from which a white oak tree, bench marked, at the foot of a hill, bears N. 4 degrees 05 minutes, E. 41 feet and from which a blazed white oak tree, at the foot of said hill bears N. 35 degrees 52 minutes E. 42 feet; thence S. 39 degrees 23 minutes E. 112.7 feet to a stake in said Northwesterly right of way line at a point 33.5 feet, measured along said right of way line, Northeasterly from the outside edge of the platform at the Northeasterly end of said depot; thence in a Southwesterly direction along said Northwesterly right of way line to the beginning, containing onehalf ($1/2$) acre, and being lot No. 1 shown within shaded lines on blue-print map hereto attached as part hereof.

SECOND: A lot at Keokee Depot, known as Agent's Residence Lot, adjoining the fourth party's main line right of way, on the South side thereof, and more particularly described as follows:

BEGINNING at a point in the Southerly or Southeasterly right of way line, which point bears S. 44 degrees 23 minutes E. 52.6 feet from the center line of said main line right of way at Station 662 plus 16.6; thence running from said point, S 44 degrees 23 minutes E, 140 feet to a stake and iron bar on the South side of a path and Southeast from William M. Huff's stable, thence N 53 degrees 17 minutes E. 170 feet to a stake by a path on the hill side; thence S. 88 degrees 32 minutes E. 30.2 feet to an iron bar driven on the Easterly side of a clump of ashe bushes, marked as corner, on the hillside above a spring; thence N. 16 degrees 53 minutes E. 27 feet, to a point near a spring in the fourth party's Southerly right of way line, which point bears S. 16 degrees 53 minutes W. 50 feet (measured at right angles from the center line) from construction station 665 plus 25 in the center line of said fourth party's main line right of way; thence along said Southerly or Southeasterly right of way line, parallel with, and uniformly 50 feet from said center line, to the point of beginning, containing one-half acre, more or less, and being Lot No. 11, shown within shaded lines on blue print map hereto attaches as part hereof.

The two lots or parcels of land above described are covered by the lease of November, 1st, 1906, from the first parties to the second party, which lease is of record in Lee County, Virginia, in Deed Book 45, pages 157-163 to which specific reference is here made; and such interest as the second party may have in said lots or parcels of land by virtue of said lease covered by the First Mortgage of March 9th, 1908, from second party to the third party.

The second party hereby releases to the fourth party such interest as it has in the aforesaid lots or parcels of land, reserving, however, unto itself, its successors and assigns, the right to cross the Northerly side of lot No. 1 hereinabove described, with railroad tracks, which tracks shall be so located as not to interfere with access by the public to the fourth party's depot, and the second party covenants that it will not permit cars or engines to stand or be stored on the tracks so placed by it upon said lot, but will at all times keep said tracks open and free from obstructions.

The first parties, subject to the foregoing provision in favor of the second party, hereby covenant with the fourth party that they are lawfully seized of the premises hereby conveyed; that they have done no act to encumber the same; that the fourth party shall have quiet and peaceable possession of said premises, free from encumbrances, and that they will execute such further assurances thereof as may be requisite.

Pursuant to the Tenth Article of said First Mortgage of March 9th, 1908, from the second party to the third party, the President of the second party, by signing and acknowledging this written instrument, hereby calls upon the third party to execute and deliver this deed conveying and releasing its interest in the lots or parcels of land hereinbefore described, subject to the reservation specifically set forth, and hereby certifies that the foregoing descriptions have been accurately prepared by the attorney of the second party from the surveys, plans and estimates made by the second party and the engineers of the fourth party; and, in compliance with said call, and pursuant to the said

provisions of said Tenth Article, the third party hereby unities in this deed and conveys to the fourth party all of its right, title, claim and interest in and to the said lots or parcels of land, subject to the reservation specifically set forth, to have and to hold the same free and discharged from the lien of said mortgage of March 9th, 1909.

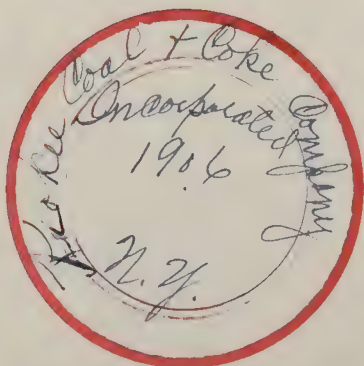
Said first parties hereby retain unto themselves all the coal and minerals under the said tracts, strips or parcels of land together with the right to mine the same; but the said first parties, their heirs, assigns or lessees, in mining the coal and minerals under the said strips, tracts or parcels of land hereby conveyed, shall mine the same in such a way as not to interfere with or injure the use of the said lands for railroad, depot or residence purposes.

In the final settlement of the estate of J. K. F. Legg and Malinda L. Legg there is to be deducted the same number of acres as conveyed in this deed out of the share of Cora R. N. Huff.

Witness the following signatures and seals, the parties of the second and third parts signing their names by their respective Presidents or Vice-Presidents, with the seals attached, duly attested by their Secretaries or assistant secretaries.

James K. F. Legg	(Seal)
Malinda L. Legg	(Seal)
Elizabeth J. Gates	(Seal)
J. J. Gates	(Seal)
U. S. Grant Legg	(Seal)
Sarah F. Legg	(Seal)
Cora R. N. Huff	(Seal)
William Huff	(Seal)
Dora B. Witt	(Seal)
Emerson B. Witt	(Seal)
A. F. Morris	(Seal)
KEOKEN COAL & COKE COMPANY	
By C. F. Perin	

PRESIDENT.



ATTEST Willoughby L. Webb, SECRETARY,

BANKERS TRUST COMPANY,

By Benj. Strong Jr.

Vice President

Attest:

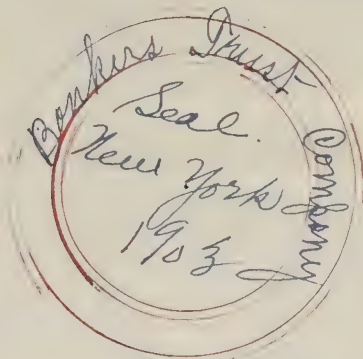
F. W. E. Close,

Secretary.

STATE OF VIRGINIA §

COUNTY OF LEE

TO-WIT:



I, T. M. Cooper, a Notary Public in and for the County and State aforesaid, do certify that J. K. P. Legg and Malinda L. Legg, his wife, Elizabeth J. Gates, and J. J. Gates, her husband, U. S. Grant Legg and Sarah F. Legg, his wife, Cora R. N. Huff and William Huff, her husband, Dora E. Witt and Emerson E. Witt, her husband, and A. E. Morris, widower, whose names are signed to the foregoing deed bearing date on the first day of October, 1903, have severally and personally acknowledged the same before me in my County aforesaid.

My commission expires Aug. 10th 1911.

Given under my hand this the 3rd day of March 1903.

E. M. Cooper,

Notary Public.

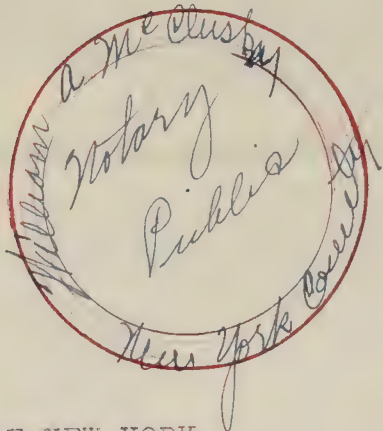
STATE OF NEW YORK §

TO-WIT:
COUNTY AND CITY OF NEW YORK

I, W. A. McClusky, a Notary Public in and for the County, City and State aforesaid, do hereby certify that Charles Page Perin, whose name is signed to the foregoing writing bearing date on the first day of October, 1903, as president of the Kookee Coal & Coke Company; and Willoughby L. Webb, whose name is signed thereto as secretary of the said Company, have each acknowledged the same before me in my County, City and State aforesaid.

My term of office as Notary Public expires March 30. 1911.

Given under my hand and official seal this the 17 day of April,
1909.



W. A. McCluskey

Notary Public 62

Register # 1059

STATE OF NEW YORK

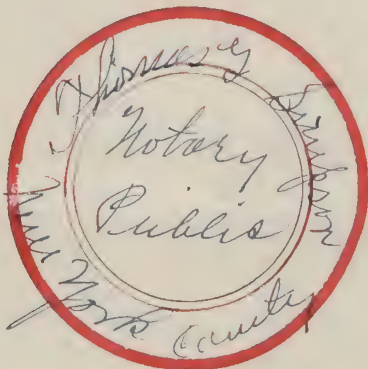
COUNTY AND CITY OF NEW YORK

To-wit:

I, Thomas G. Simpson, a Notary Public in and for the County, City and State aforesaid, do hereby certify that Benj. Strong Jr. whose name is signed to the foregoing writing bearing date on the 1st day of October, 1908, as Vice President of the Bankers Trust Company, and F. W. B. Close, whose name is signed thereto as Secretary of the said Company, have each acknowledged the same before me in my County, City and State aforesaid.

My term of office as Notary Public expires on the 30 day of March, 1910.

Given under my hand and official seal this the 6th day of May, 1909.



Thomas G. Simpson,

Notary Public, N. Y.

County

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 13th day of May, 1909, the foregoing deed and plat were presented, and together with the certificates annexed, admitted to record.

Teste: H. C. T. Ewing, Clerk.

A copy, Teste: H. C. T. Ewing, Clerk.

Fee \$2.25-

V. & S. M. R. R. Co

vs. { Exhibit
No. 3 -
-pres-

Melinda R. Morris et al

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. K. P. Legg, Malinda L. Legg,
Elizabeth J. Lutes, J. Lutes, W. S. G. Legg, L. H.
P. Legg, Port. P. H. Huff, William H. Huff, David B.
Hill, Emmerson L. Hill, A. E. Morris, Mary M.
Morris and Malinda R. Morris, the last two of whom
are in fault,*
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *3rd* Monday in *July*, 190*9*, to answer a bill in chancery exhibited against *them*
by the Virginia and Southwestern Rail Road
Company, a corporation

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *6th*
day of *July*, 190*9*, and 1*34*th year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

Executed July 8 1904 by delivering
 a true copy of the foregoing summons
 to H. P. Legg, Malinda L. Legg, J. J. Gotes
 Elizabeth J. Gotes, M. S. Grant Legg,
 Sara F. Legg, Wm. Huff, Clara R. M.
 Huff, Emerson E. With, Dora B. With
 and R. E. Morris -

M. D. Tamm D. S. for
 W. G. Tucker J. L. C.

Virginia T. Southworth
 vs Rail Road Company

SUBPOENA
 IN
 CHANCERY

VS

J. H. P. Legg, et al.

Cambridge Bros. p. q.

Rules

To Second July

Lee Circuit

Court

1904.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

WE COMMAND YOU THAT YOU SUMMON

~~John Williams~~ J. H. P. Legg,
A. E. Morris, William Huff, Emmertson C. Whitte,
William S. Palmer

at office of the Roanoke Coal & Loke Co. at Roanoke, Va.
to appear before the Judge of our Circuit Court of the County of Lee, at the court house thereof, on the 22nd
day of July 1909, to testify and the truth to say in behalf of the

Plaintiff, in a certain matter of controversy in our said court before the
said Judge depending and undetermined between

Virginia & Southwestern Rail Road Co., Plaintiff, and

Mary M. Morris et al Defendants. And this they

shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness H. C. T. EWING, Clerk of our said court, at the court house the 6th day of

July 1909, and in the 12¹³⁴" year of the Commonwealth.

H. C. T. Ewing, Clerk.

Virginia & South-
Western Rail Road Co,

VS.

SUBPOENA
FOR
WITNESS

Mary M. Morris, et
al.

At the Court,
Coke Co. Office
the 22nd day of July

1909

Executed by summoning
the within named
witnesses, W. S. Palmer
J. K. P. L. & G. W. M. Huff,
J. J. Sales & Co. &c.
Witt.

W. A. Tennyson
W. J. Tennyson S. R. &c.

Vand S. - N. R. R. Co

75. { Suit-In Chancery
to
Extract Title

Money R. Morris it all
